

02/08/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-13287

NAME AND ADDRESS: STEVEN T RADEMACHER
348 SUE
POCATELLO ID 83204

DEBORA LEE RADEMACHER
348 SUE
POCATELLO ID 83204

SOURCE: PORTNEUF RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.02 CFS

PRIORITY DATE: 10/04/1919

POINT OF DIVERSION:

T07S R34E S1 SWNENW Lot 3 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
0.020 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County
T07S R34E S01 Lot 3 NENW 0.9

0.9 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL:

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-13287



1320 0 1320 Feet

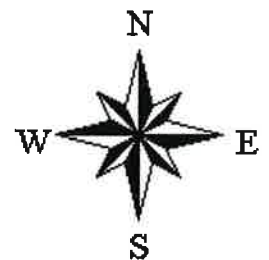
Total Irrigated Acres: 0.9

● Point(s) of Diversion

□ Place of Use

□ Quarter Quarter Lines

□ Section Lines



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: February 2002

RECEIVED

RECEIVED

OK JC 2-8-02

FEB 06 2002

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

FEB 06 2002

Department of Water Resources
Eastern Region

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	29-2234N	✓			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

Steven T Radomacher

348 Sue Rd

4. New Owner/Claimant(s)

~~Robert H. Rogers~~ Holly M Rogers

Name Connector (Check one): [] and, [] or, [] and/or

Steven T Radomacher

New Mailing Address

2331 Bannock Hwy

City, State and ZIP Code

Pocatello ID 83204

New Telephone Number

(208) 232-7690

5. Date you acquired the property

DEED OF TRUST

STATE OF IDAHO

FHA CASE NO.

121-1807456-703

THIS DEED OF TRUST ("Security Instrument") is made on **June 5, 2000**
 grantor is **HOLLY M ROGERS** A married woman as her sole and separate property and
 and **STEVEN R RADEMACHER** and **DEBORA LEE RADEMACHER**, husband and wife ("Borrower").
 trustee is **Alliance Title and Escrow Corp.** ("Trustee").

beneficiary is **First Security Bank, N.A.**

which is organized and existing under the laws of **The United States of America**
 and whose address is

P.O. Box 711
Pocatello, ID 83204

("Lender"). Borrower owes Lender the principal sum of
Sixty-Six Thousand, Eight Hundred Ninety-Seven
and No/100 ----- **66,897.00**). This
 instrument is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
 for monthly payments, with the full debt, if not paid earlier, due and payable on **July 1, 2030**.
 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
 and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under
 paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants
 and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and
 conveys to Trustee, in trust, with power of sale, the following described property located in
BANNOCK County, Idaho:

**PORTION OF LOTS 9 AND 10 OF MIRABELLA TRACTS, BANNOCK COUNTY, IDAHO, AS THE SAME
 APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF
 SAID COUNTY, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT THAT IS NORTH 36°38' WEST 75 FEET FROM THE SOUTHEAST CORNER OF
 LOT 10 OF MIRABELLA TRACTS; THENCE CONTINUING NORTH 36°38' WEST 100 FEET; THENCE
 SOUTH 53°22' WEST 126.5 FEET; THENCE SOUTH 36°38' EAST 100 FEET; THENCE NORTH
 53°22' EAST 126.5 FEET TO THE POINT OF BEGINNING.**

which has the address of **2331 BANNOCK HIGHWAY** **POCATELLO**
 [Street] [City]
 Idaho **83204** ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
 rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all
 fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this
 security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the
 right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of
 record. Borrower warrants and will defend generally the title to the Property against all claims and demands,
 subject to any encumbrances of record.

FHA IDAHO DEED OF TRUST (page 1 of 4 pages)



FHADT11D

CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. IF ANY QUESTIONS, CONSULT ATTORNEY. READ CAREFULLY BEFORE SIGNING. Idaho

Buyer: Wally Rogers and Steven T. and Debora Lee Pademacher
 Seller: Barnecko
 County of Idaho

Property described as: Beginning at a point that is North 36° 38' West 15 feet from the Southeast corner of Lot 10 of Mirabello Tracts; Thence Continuing with 36° 38' West 100 feet; Thence South 53° 22' West 136.5 feet; Thence North 53° 22' East 136 feet the point of beginning.

1. TOTAL PURCHASE PRICE IS Sixty seven thousand and 00/100 DOLLARS (\$ 67,000.00) payable as follows:

Earnest Money.
 (a) Buyer hereby deposits and a receipt is hereby acknowledged of 0 Dollars evidenced by: 0 Cash, 0 Personal Check, 0 Cashiers Check, 0 Note Due or delivered as earnest money in part payment of the purchase price for the premises.
 (b) Earnest Money to be deposited in trust account upon acceptance by all parties.
 (c) All Earnest Money shall be held by NA (Broker) shall hold the completely executed broker's copy of this agreement.
 Balance of purchase price to be paid as follows: New Loan

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 5-9-00. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged or assumed by Buyer or to which title is subject at closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Assurance title Company shall provide said title policy and preliminary report or commitment so within thirty days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Assurance Title. Assurance Title is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. 5-9-00

7. Seller shall deliver possession to Buyer on or before 5-9-00, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations shall be prorated as of 5-18-00, except as follows: None

8. The parties agree that this agreement contains the following additional terms and conditions: None

9. The following items of property now in the premises are specifically excluded from the sale: None

The following items of personal property are specifically included in the sale: None

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer: Wally Rogers and Steven T. and Debora Lee Pademacher
 Seller: Barnecko
 On this date, 5-9-00, I/we hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/we further acknowledge receipt of a true and correct copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller: Barnecko
 Buyer: Wally Rogers and Steven T. and Debora Lee Pademacher

STATE OF IDAHO
 County of Bonneville

On this 9th day of May, 2000, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

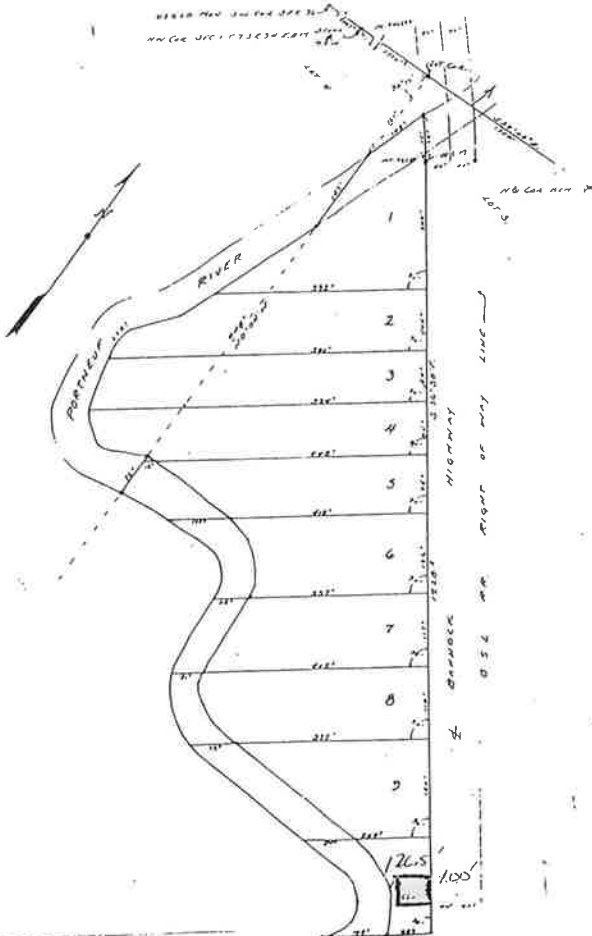
IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office, the day and year first above written.
 DENISE BROWER
 State of Idaho
 Commission Expires: 1-5-00

Plat Map

Owner/Client	STEVEN T. RADEMACHER		
City Address	2331 BANNOCK HWY	12	1807458-703
City	POCATELLO	County	BANNOCK
State	ID	Zip Code	83204
Order	FIRST SECURITY BANK		

MIRABELLA TRACTS

SUBDIVISION IN LOTS 3 & 4 SEC. 1, T.7S, R.34E, B.1M.

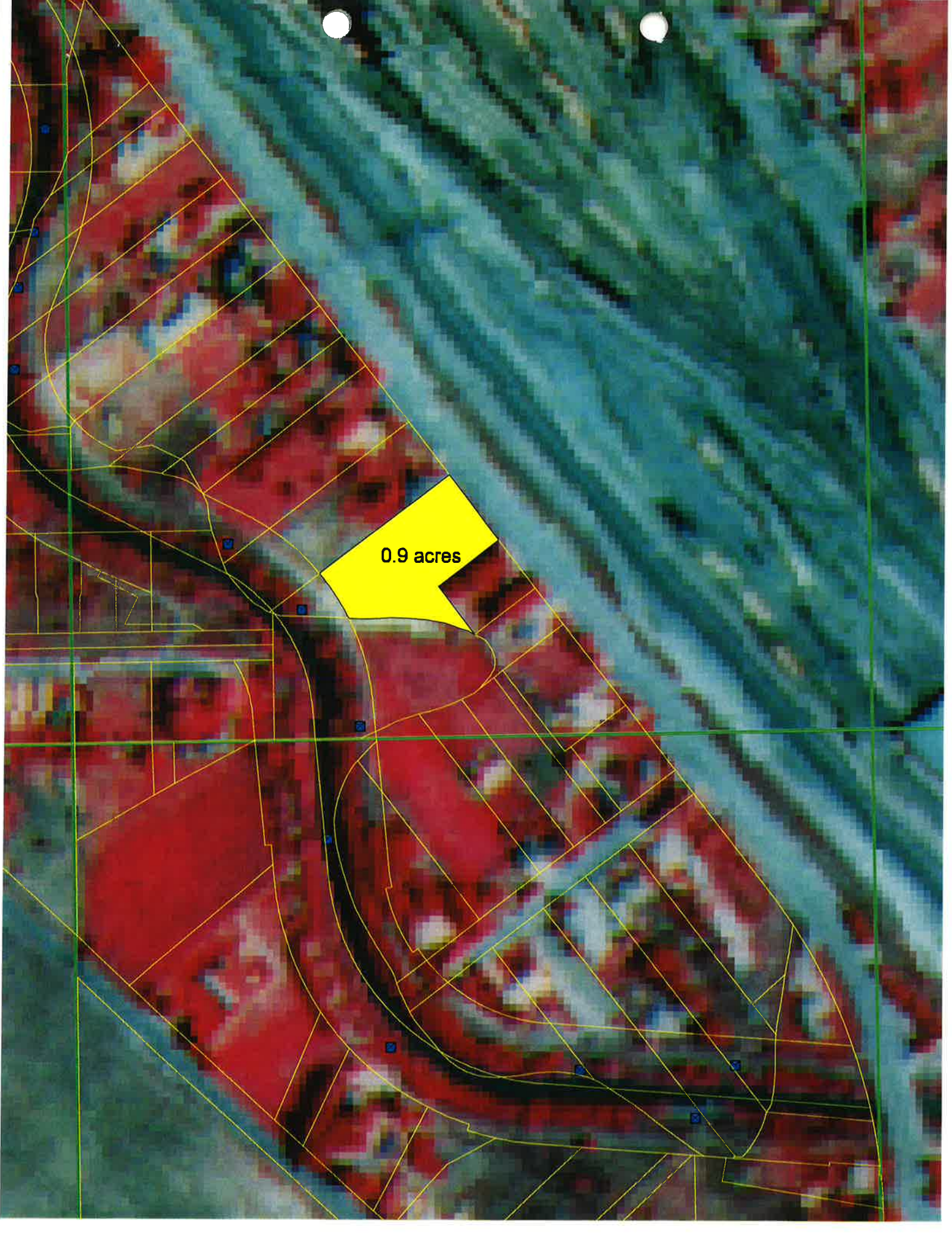


0.29 acres

The Pocatello Title Co., Inc.
358 West Center
O. Box 1176 — Phone 232-6163
Pocatello, Idaho

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

8



0.9 acres